





October 2, 2024

Mr. Greg McCabe

Next Bridge Hydrocarbons / Hudspeth Operating, LLC
6300 Ridglea Place, Suite 950

Fort Worth, TX 76116

Re: Termination of Development Unit Agreement 2837

Hudspeth County, Texas

McCabe:

University Lands ("UL") received the Hudspeth Operating LLC ("HudOP") D&D Extension Proposal requesting the extension of DEVELOPMENT UNIT AGREEMENT 2837, as amended (the "DUA").

After careful consideration, University Lands has determined that it will not extend the DUA.

Further, In the technical meeting between UL and HudOp on August 27, 2024, it was stated by HudOp to the UL team that it will not drill or complete any Development Unit Wells for the 2024 obligation year absent an agreement to extend the DUA. Pursuant to Article 4.2, failure to drill or complete the five (5) Development Unit Wells results in termination of the DUA. Given that HudOp has stated that it will not meet this requirement, it is in anticipatory breach of the DUA.

The DUA terminates immediately either by HudOp's anticipatory breach of Article 4.2 or under its own terms on December 31, 2024. Because UL has determined that it will not renew or extend the DUA, and as HudOp has no plans for further development, University Lands seeks to terminate the DUA effective immediately. Please promptly file a release of the DUA and all leases subject to the DUA no later than ninety (90) days from the date of receipt of this letter.

As a reminder, termination or expiration of the DUA and the underlying leases does not relieve HudOp from any of the obligations under the terms therein, including the obligation to make minimum royalty payment(s) required by paragraph 4(b) of each lease. HudOp was previously notified of such obligation by that certain correspondence from the structure of the payment has thus far not been received. As a reminder, penalties and interest on the amount owed by HudOp for minimum royalties pursuant to the terms of the leases continues to accrue, therefore, when HudOp is prepared to make the referenced payment, please contact for an invoice, describing the upto-date amount owed, and thereafter, promptly remit said payment to UL. Should HudOp fail to comply with the requirements in the DUA and/or the leases subject thereto, UL will seek all available remedies at law and at equity.

Upon termination of the DUA and the leases subject thereto, it is the responsibility of HudOp to timely plug and abandon all wells drilled pursuant to each lease and to remediate the surface of the subject tracts in accordance with the *Rules* of the Board for Lease of University Lands. As part of the standard UL termination protocol, the UL surface team will be conducting inspections of all wells drilled prior to termination of the leases, to ensure such wells are properly plugged and abandoned and the surface of the subject tracts is properly remediated in accordance with the *Rules* of the Board for Lease.

We appreciate your attention to these matters